



# Xplorer Fitness Challenge, LLC

## WAIVER & RELEASE FORM

I understand that physical exercise can be strenuous and subject to risk of serious injury, you are urged to obtain a physical examination from a doctor before participating in any exercise activity. You (PRINT NAME \_\_\_\_\_) agree that if you engage in any physical exercise or activity, you do entirely at your own risk.

Any recommendation for changes in diet including the use of food supplements and weight reduction products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and assume all risks of injury, illness or death.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of (a) your participation in any activity or personal training session and (b) instruction, training, supervision, or dietary recommendations by your Personal Trainer.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge your Personal Trainer from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against your Trainer for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of the Personal Trainer.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of the release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**D.O.B.:** \_\_\_\_\_ **Sex:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Mobile Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Employer:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Relation:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Referred By:** \_\_\_\_\_

### Photography Consent/Release:

I hereby grant full permission to any and all of the foregoing to use my name and likeness in any broadcast, telecast, video or print media reporting or advertising without compensation.

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_